

Panaji, 16th October, 2014 (Asvina 24, 1936)

SERIES II No. 29

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 28 dated 09-10-2014 as follows:-

- (1) *Extraordinary dated 13-10-2014 from pages 651 to 652 regarding Notifications from Department of Finance (Revenue & Control Division).*
- (2) *Extraordinary (No. 2) dated 13-10-2014 from pages 653 to 656 regarding Notifications from Department of Elections (Office of the Chief Electoral Officer).*

GOVERNMENT OF GOA

Department of Animal Husbandry

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2-14-93-AH/Part-III/3422

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/3(1)/2013/578 dated 26-05-2014, Government of Goa is pleased to appoint Dr. Rameela Maria P. Menezes to the post of Veterinary Officer, Group 'B', Gazetted in the Directorate of Animal Husbandry & Veterinary Services, Panaji-Goa on regular basis in the pay scale of PB-2; ` 9,300-34,800 with Grade Pay of ` 4,600/- plus 25% NPA and other allowances as applicable.

Her appointment will take effect from the date of her joining the post. Her character and antecedents has been verified by the District Magistrate North and she was found medically fit to be appointed to Government Service. Upon joining the service she shall be posted at Stockmen Training Center, Curti-Ponda.

The above officer shall be on probation for a period of 2 years.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Joint Secretary (AH).

Panaji, 30th September, 2014.



Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Order

No. 4-5-93/ADM/916

- Read: 1. Certificate of Registration bearing No. PRD-(C)-91/AR(Dairy)/Goa dated 26-11-1992 in respect of Amona Dabel Dudh Utpadak Sahakari Saunstha Maryadit, Amona, Canacona-Goa.
2. Order No. 4-5-93/ADM dated 18-8-2000 from Asstt. Registrar of Co-op. Societies, (Dairy), Ponda-Goa appointing Shri K. B. Dessai, Jr. Inspector, Co-op. Societies (Dairy), Ponda as liquidator of aforesaid society.
 3. Order No. 4-5-93/ADM dated 27-6-2004 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri A. L. Warkar, Sr. Marketing Inspector, Co-op. Societies (Dairy), Ponda-Goa as the liquidator of the aforesaid society.
 4. Audit Report of the society for the period from 1-4-2012 to 31-3-2013.
 5. Final Report of Liquidator dated 24-6-2014 from Shri Shaik Jamil Ahamed the Liquidator of the aforesaid society.

By virtue of the powers vested in me under the provision of sub-section (2) of Section 99 of the Goa Co-operative Societies Act, 2001, I, V. B. Devidas, Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa hereby terminate the liquidation proceedings of the Amona Dabel Dudh Utpadak Sahakari Saunstha Maryadit, Amona, Canacona-Goa with effect from the date of issue of this Order.

Further, in terms of provision of Section 19 of the aforesaid Act, the registration bearing No. PRD-(C)-91/AR(Dairy)/Goa dated 26-11-1992 of the Amona Dabel Dudh Utpadak Sahakari Saunstha Maryadit, Amona, Canacona-Goa is hereby cancelled.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (Ponda Zone).

Ponda, 23rd September, 2014.

Order

No. 5-8-82/AR(Dairy)/LQD/917

- Read: 1. Certificate of Registration bearing No. PRD-(C)-14/Goa dated 21-2-1964 in respect of Neura Mandur Sahakari Dudh Vya. Saunstha Ltd., Neaura, Tiswadi-Goa.
2. Order No. 5-8-82/AR(Dairy)/LQD dated 16-7-2000 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri K. B. Dessai, Jr. Inspector, Co-op. Societies (Dairy), Ponda as liquidator of aforesaid society.
3. Order No. 5-8-82/AR(Dairy)/LQD dated 27-5-2004 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri A. L. Warkar, Sr. Marketing Inspector, Co-op. Societies (Dairy), Ponda-Goa as liquidator of aforesaid society.
4. Audit Report of the Society for the period from 1-4-2012 to 31-3-2013.
5. Final Report of Liquidator dated 24-6-2014 from Shri Shaik Jamil Ahamed the Liquidator of the aforesaid Society.

By virtue of the powers vested in me under the provision of sub-section (2) of Section 99 of the Goa Co-operative Societies Act, 2001, I, V. B. Devidas, Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa hereby terminate the liquidation proceedings of the Neaura Mandur Sahakari Dudh Vya. Saunstha Ltd., Neaura, Tiswadi-Goa with effect from the date of issue of this Order.

Further, in terms of provision of Section 19 of the aforesaid Act, the registration bearing No. PRD-(C)-14/Goa dated 21-2-1964 of the Neaura Mandur Sahakari Dudh Vya. Saunstha Ltd., Neaura Mandur, Neaura, Tiswadi-Goa is hereby cancelled.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (Ponda Zone).

Ponda, 23rd September, 2014.

Order

No. 41-20-83/AR(Dairy)/NZ/Vol.II/918

- Read: 1. Certificate of Registration bearing No. PRD-(C)-54/Goa dated 4-3-1967 in respect of Sateri Sah Dudh Vya. Sahakari Saunstha Ltd., Pissurlem, Satari-Goa.
2. Order No. 41-20-83/AR(Dairy)/NZ/Vol.II dated 3-7-2000 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri V. P. Raikar, Jr. Inspector, Co-op. Societies (Dairy), Ponda as liquidator of aforesaid society.
3. Order No. 41-20-83/AR(Dairy)/NZ/Vol.II dated 3-6-2004 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri A. L. Warkar, Sr. Marketing Inspector, Co-op. Societies (Dairy), Ponda-Goa as liquidator of aforesaid society.
4. Audit Report of the society for the period from 1-4-2012 to 31-3-2013.
5. Final Report of Liquidator dated 24-6-2014 from Shri Shaik Jamil Ahamed the Liquidator of the aforesaid society.

By virtue of the powers vested in me under the provision of sub-section (2) of Section 99 of the Goa Co-operative Societies Act, 2001, I, V. B. Devidas, Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa hereby terminate the liquidation proceedings of the Sateri Sahakari Dudh Vya. Saunstha Ltd., Pissurlem, Satari-Goa with effect from the date of issue of this Order.

Further, in terms of provision of Section 19 of the aforesaid Act, the registration bearing No. PRD-(C)-54/Goa dated 4-3-1967 of the Sateri Sahakari Dudh Vya. Saunstha Ltd., Pissurlem, Satari-Goa is hereby cancelled.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (Ponda Zone).

Ponda, 23rd September, 2014.

Order

No. 4-3-93/ADM/919

- Read: 1. Certificate of Registration bearing No. PRD-(C)-40/AR(Dairy)/Goa dated 27-03-1987 in respect of Loliem Dudh Utpadak Sahakari Sauntha Maryadit, Loliem, Canacona-Goa.
2. Order No. 4-3-93/ADM dated 23-1-2001 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri K. B. Dessai, Jr. Inspector, Co-op. Societies (Dairy), Ponda as liquidator of aforesaid society.
3. Order No. 4-3-93/ADM dated 4-6-2004 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri A. L. Warkar, Sr. Marketing Inspector, Co-op. Societies (Dairy), Ponda-Goa as the liquidator of the aforesaid society.
4. Audit Report of the Society for the period from 1-4-2012 to 31-3-2013.
5. Final Report of Liquidator dated 24-6-2014 from Shri Shaik Jamil Ahamed the Liquidator of the aforesaid society.

By virtue of the powers vested in me under the provision of sub-section (2) of Section 99 of the Goa Co-operative Societies Act, 2001, I, V. B. Devidas, Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa hereby terminate the liquidation proceedings of the Loliem Dudh Utpadak Sahakari Sauntha Maryadit, Loliem, Canacona-Goa with effect from the date of issue of this Order.

Further, in terms of provision of Section 19 of the aforesaid Act, the registration bearing No. PRD-(C)-40/AR(Dairy)/Goa dated 27-3-1987 of the Loliem Dudh Utpadak Sahakari Sauntha Maryadit, Loliem, Canacona-Goa is hereby cancelled.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (Ponda Zone).

Ponda, 23rd September, 2014.

Order

No. 30-12-83/AR(Dairy)/CZ/920

- Read: 1. Certificate of Registration bearing No. PRD-(C)-78/Goa dated 21-1-1970 in respect of Lokseva Sahakari Dudh Vya. Sauntha Ltd., Borim, Ponda-Goa.

2. Order No. 30-17-83 dated 20-10-1995 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri N. S. Naik, Jr. Auditor, Co-op. Societies (Dairy), Ponda as liquidator of aforesaid society.
3. Order No. 30-17-83/AR(Dairy)/CZ dated 15-6-2004 from Asstt. Registrar of Co-op. Societies (Dairy), Ponda-Goa appointing Shri A. L. Warkar, Sr. Marketing Inspector, Co-op. Societies (Dairy), Ponda-Goa as liquidator of aforesaid society.
4. Audit Report of the society for the period from 1-4-2012 to 31-3-2013.
5. Final Report of Liquidator dated 24-6-2014 from Shri Shaik Jamil Ahamed the Liquidator of the aforesaid society.

By virtue of the powers vested in me under the provision of sub-section (2) of Section 99 of the Goa Co-operative Societies Act, 2001, I, V. B. Devidas, Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa hereby terminate the liquidation proceedings of the Lokseva Sahakari Dudh Vya. Sauntha Ltd., Bori, Ponda-Goa with effect from the date of issue of this Order.

Further, in terms of provision of Section 19 of the aforesaid Act, the registration bearing No. PRD-(C)-78/Goa dated 21-1-1970 of the Lokseva Sahakari Dudh Vya. Sauntha Ltd., Borim, Ponda-Goa is hereby cancelled.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (Ponda Zone).

Ponda, 23rd September, 2014.

**Department of Education, Art & Culture**

Directorate of Higher Education

Notification

No. 10/83/2013-14/DHE/PF/2327

Ref.: 10/83/2013-14/DHE/PF/859 dated 20-03-2014.

Vide Government Order dated 20-03-2014 referred above, a Search Committee was constituted to select the members for the State Higher Education Council under Rashtriya Uchchatar Shiksha Abhiyan (RUSA), a new Centrally sponsored Program under Ministry of

Human Resource Development, Government of India, Department of Higher Education, New Delhi, notified vide the Gazette of India Extraordinary (Part-I-Sec-11) dated No. 253 dated 11-06-2013.

Now, Government is pleased to constitute the Council consisting of the following members, to facilitate the successful implementation of the Program in the State of Goa:-

- | | |
|---|---------------------------|
| 1. Chief Minister/Education Minister | — Chairman. |
| 2. Shri Ashank Dessai | — Vice-Chairman. |
| 3. Prof. Satish Shetye, Vice Chancellor of Goa University | — Member. |
| 4. Shri Srinivas Dempo | — Member. |
| 5. Dr. Errol D'Souza | — Member. |
| 6. Dr. Manguesh Korgaonkar | — Member. |
| 7. Dr. Kshama Fernandes | — Member. |
| 8. Prof. Satish Alekar | — Member. |
| 9. Fr. Bento Rodrigues | — Member. |
| 10. Dr. Venkatesh Prabhudessai | — Member. |
| 11. Dr. Deelip Kare | — Member. |
| 12. Dr. Jayant Budkuley | — Member. |
| 13. Mr. Yatin Kakodkar | — Member. |
| 14. Dr. P. R. Pednekar | — Member. |
| 15. Mr. J. M. Noronha | — Member. |
| 16. Mr. Nitin Kunloliakar | — Member. |
| 17. Dr. Louis Vernal | — Member. |
| 18. Mr. D. P. Pednekar | — Member. |
| 19. Dr. Raghuvir Salkar | — Member. |
| 20. Shri Krishnaraj Sukerkar | — Member. |
| 21. Dr. Allan Abreau | — Member. |
| 22. Shri Mahesh Vengurlekar | — Member. |
| 23. Nominee of Government of India | — Member. |
| 24. Secretary Higher Education | — Member Secretary. |
| 25. Director, Higher Education | — State Project Director. |

The State Higher Education Council shall synergize its resources and fulfill the functions of planning, monitoring quality control and co-ordination of Higher Education at the State Level.

The terms and references for the Council are as below:-

1. The Council shall be responsible for planning and co-ordination for development of higher education in the State.
2. The Council shall foster sharing of resources between Universities/Colleges.
3. The Council shall promote benefits from Synergy across institutions.
4. The Council shall lead academic and Governance reforms at the institutional level.
5. The Council shall establish Principles for funding institutions.
6. The Council shall maintain a databank on higher education and conduct research and evaluation studies relating to Higher Education.
7. The Council shall reflect the needs and diversity of State for planning and requirement in Higher Education Sector.

The term of each member of the State Higher Education Council shall be 6 years, 1/3rd of the members will retire every 2 years. The existing Council will nominate 3 new members every two years.

The Council shall meet at least once every quarter. The Quorum for the Council meeting shall be 1/3rd of the strength, including the Chairman and Member Secretary.

By order and in the name of the Governor of Goa.

Vinayak R. Kurtikar, Under Secretary (Higher Education).

Porvorim, 12th September, 2014.



Directorate of Art and Culture

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Order

Ref. No. DAC/5/DDA/67/2014/5067

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/57(2)/2014/705 dated 27-08-2014, Government is pleased to promote Shri Ashok V. Parab to the post of Dy. Director of Art & Culture, Group 'A', Gazetted on regular basis in the pay scale of PB—3 ` 15,600-39,100 with Grade Pay ` 5,400/- plus usual allowances as admissible under the rules.

The above promotion shall be effective from the date of joining to the post. The officer shall send joining report to the Administration Section of this Directorate.

Shri Parab shall be on probation for a period of 2 years. He may exercise an option in terms of provision of FR 22(I)(a)(1) if he so desired within one month from the date of the issue of this order for fixing his pay in the respective promotional grade.

The expenditure towards pay & allowances shall be debited to the Budget Head 2205—Art & Culture; 00; 001—Direction and Administration; 02—Direction (Plan); 01—Salaries under Demand No. 43.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director & ex officio Addl. Secretary (Art & Culture).

Panaji, 25th September, 2014.

Order

Ref. No. DAC/5/DPC/2013/4709

Government is pleased to grant extension for ad hoc promotion of Shri Ashok V. Parab as Dy. Director of Art & Culture in this Directorate for a further period of three months w.e.f. 27-07-2014 to 26-10-2014 or till the post is filled on regular basis whichever is earlier with the same terms & conditions as mentioned in the earlier Order No. DAC/5/DDA/2011/2066 dated 27-07-2011.

The expenditure towards pay & allowances shall be debited to the Budget Head 2205—Art & Culture; 00; 001—Direction and Administration; 02—Direction (Plan); 01—Salaries under Demand No. 43.

This issues with the concurrence of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/57(1)/2012/1038 dated 16-09-2014.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director & ex officio Addl. Secretary (Art & Culture).

Panaji, 19th September, 2014.

Order

Ref. No. DAC/5/Prom-Sen.Lib./2014/5068

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa

Public Service Commission vide their letter No. COM/II/11/57(1)/2014/706 dated 27-08-2014, Government is pleased to promote Smt. Sulaksha Kolmule to the post of Senior Librarian, Group 'B', Non-Gazetted on regular basis in the pay scale of PB—2 ` 9,300-34,800 with Grade Pay ` 4,200/- plus usual allowances as admissible under the rules.

The above promotion shall be effective from the date of joining to the post. The officer shall send joining report to the Administration Section of this Directorate.

Smt. Kolmule shall be on probation for a period of 2 years. She may exercise an option in terms of provision of FR 22(I)(a)(1) if she so desired within one month from the date of the issue of this order for fixing her pay in the respective promotional grade.

The expenditure towards pay & allowances shall be debited to the Budget Head 2205—Art & Culture; 00; 105—Public Libraries; 12—District Libraries (Plan); 01—Salaries under Demand No. 43.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director & ex officio Addl. Secretary (Art & Culture).

Panaji, 25th September, 2014.

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Department of Forest

Goa Forest Development Corporation Limited

Order

No. 1/GFDC/EST/RIA/2014-15/976

In supersession to this office Order No. I/GFDC/EST/RIA/2011-12/37 dated 03-04-2012, Shri Laxman P. Naik, Manager, Finance & Administration is hereby designated as Public Information Officer of Goa Forest Development Corporation Limited in addition to his own duties without any remuneration, under Section 5 of the Right to Information Act, 2005 with the following responsibilities:-

1. The Public Information Officer shall ensure that he receives and deal with the applications received by this office and provide the requisite information to the applicant or transfer the application to the concerned Authorities if not applicable to this Corporation within the stipulated period of 30 days on the top priority which can be

extended upto 40 days where third party interest is involved.

2. The Public Information Officer is responsible for the preparation and publication of manuals and updating the records from time to time.

The undersigned shall be the 1st Appellate Authority to entertain the appeal preferred by the applicant within 30 days of the decision of the Public Information Officer.

C. Achalender Reddy, IFS Managing Director.

Panaji, 25th September, 2014.

V. No. A-9051/2014

Department of General Administration

Order

No. 3/26/2014-IND

Government is pleased to nominate the "Department of Industries" in the Secretariat as the Nodal Department for the proposal relating to the Goa Investment Promotion and Facilitation Board.

By order and in the name of the Governor of Goa.

V. M. Paranjape, Joint Secretary (GA).

Porvorim, 24th September, 2014.

Department of Home

Office of the Director General of Police

Order

No. E-I (A)/DySPs/8056/2014

The below mentioned Dy. Superintendents of Police are hereby transferred and posted at the places indicated against their names with immediate effect, in public interest.

Sr. No.	Name	From	To	Additional charges
1	2	3	4	5
1.	Shri N. C. Raikar	DySP, GRP C Coy	DySP, CID SB Panaji	DySP, Petition Cell & Legal & Vigilance.
2.	Shri Anant G. Virnodkar	DySP, Traffic North	DySP, CID ANC Panaji	Dy. Comdt 2nd IRBn.
3.	Smt. Maria Monseratte	On promotion	DySP, FRRO, Panaji	
4.	Shri Anthony Monseratte	On promotion	DySP, GRP E Coy	Dy. Comdt 1st IRBn.
5.	Shri Ramesh Gaonkar	On promotion	DySP, PHQ Panaji	1. DySP, Coastal Security. 2. DySP, MT Section.
6.	Shri Nelson Alburquerque	On promotion	SDPO Porvorim	1. DySP, Tourist Police.
7.	Smt. Sucheta Dessai	On promotion	DySP, SPCR Panaji	1. DySP, Home Guard. 2. She shall continue to hold the present charge/charges till the replacement is given.
8.	Smt. Ezilda D'Souza	On promotion	DySP, CID EOC, Panaji	She shall continue to hold the present charge/charges till the replacement is given.
9.	Shri Dharmesh Angle	On promotion	DySP, Traffic North	1. DySP, ATS Panaji. 2. To look after charge of SDPO Mapusa till Shri M. K. Gaonkar DySP resumes duty.

1	2	3	4	5
10.	Shri Naresh Mhamal, DySP, SO to DGP shall hold additional charge of Dy. Commandant 3rd IRBn in addition to his own duty till further orders.			

2. This issues with the approval of the Police Establishment Board.

V. U. Borkar, Superintendent of Police, HQ.

Panaji, 19th August, 2014.



Department of Labour

Notification

No. 28/1/2014-Lab/259

The following award passed by the Labour Court-II, at Panaji-Goa on 16-01-2014 in reference No.IT/110/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).

Porvorim, 05th May, 2014.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before **Shri Suresh N. Narulkar**,
Hon'ble Presiding Officer)

Case No. Ref.: IT/110/07

Smt. Prabhavati Kauthankar,
r/o Manas Vaddo,
Revora, Bardez-Goa ... Workman/Party I.
V/s

M/s. Binani Glass Fibre Industries Ltd.,
Colvale,
Bardez-Goa ... Employer/Party II.

Workman/Party I represented by Adv. Ms. M. D'Souza.

Employer/Party II represented by Adv. Shri A. V. Nigalye.

Panaji, Dated: 16-01-2014.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 09-11-2007, bearing No. 28/42/2007-LAB/1095 referred the following dispute for adjudication to the Industrial

Tribunal of Goa. The Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court, Panaji-Goa, in turn assigned the present dispute for its adjudication to this Labour Court-II vide her order dated 31-07-2008.

“(1) Whether the action of the management of M/s. Binani Glass Fibre Industries Limited, Colvale, Bardez-Goa, in terminating the services of Smt. Prabhavati Kauthankar, Helper with effect from 01-05-2004, is legal and justified?

(2) If not, to what relief the workmen are entitled?”

2. On receipt of the reference, a case was registered under No. IT/110/2007 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short 'Workman'), filed her Statement of Claim on 20-06-2008 at Exhibit 8. The facts of the case in brief as pleaded by the Workman are that she was employed in the services of the Employer/Party II (for short "Employer") as house-keeping helper since February, 1996. She stated that the Employer is a registered company, manufacturing glass fibres. She stated that the Employer paid her wages only for the first two months on its muster roll/wage register. She stated that since April, 1996, the Employer for the reasons best known to them, prepared her wages on the contract wage register for their own convenience. She stated that the aforesaid fact came to her knowledge only upon enquiries after her illegal termination. She stated that she was constrained to file a complaint dated 20-10-1999 before the Asstt. Labour Commissioner as her services were discontinued all of a sudden by the Employer in September, 1999. She stated that the Asstt. Labour Commissioner had issued notice dated 25-10-1999 directing the Employer to attend in their office on 16-11-1999 at 11.00 a.m. She stated that since the Employer failed to appear before the Asstt. Labour Commissioner, one more notice was issued to them to appear before the Asst. Labour

Commissioner for discussion on 29-12-1999 at 4.00 p.m. She stated that the Employer has however, failed to attend before the Asstt. Labour Commissioner, Mapusa-Goa and therefore third notice was issued to the Employer directing them to attend their office on 10-02-2000 at 3.30 p.m. She stated that the Employer has once again failed to attend before the Asstt. Labour Commissioner, Mapusa-Goa as directed. She stated that she continued to work with the Employer till 01-05-2004. She stated that thereafter the Employer suddenly refused employment to her, without assigning any reason and without issuing any letter of termination. She submitted that the Employer also refused to pay her legal dues towards the continuous service rendered by her from 1996 till 01-05-2004 which she was legally entitled to. She submitted that the Employer was regularly deducting the amount from her wages towards Provident Fund as well as E.S.I.C. She submitted that the termination of her service by the Employer is illegal, unjustified and bad-in-law. She stated that she raised a dispute before the Asstt. Labour Commissioner, Mapusa-Goa on 11-05-2004. She stated that the said dispute ended in failure as the Employer has not shown any interest in attending the matter before the Asstt. Labour Commissioner and Conciliation Officer, Mapusa-Goa. She submitted that the Employer failed to pay her terminal benefits as per the existing legislation and as such she is entitled to claim re-instatement with full back wages and continuity in service till date. She therefore prayed that she be reinstated in service with full back wages and continuity in service. The Workman also prayed that the Employer be directed to pay an amount of Rs. 45,000/- (Rupees Forty five thousand only) along with 18% interest till the disposal of the present case.

3. The Employer resisted the claim of the workman by filing their written statement on 28-08-2008 at Exb. 11. The Employer submitted that the Government of Goa, being of the erroneous opinion that an Industrial Dispute exist between themselves and the workman, has referred the purported dispute for adjudication to this Hon'ble Tribunal. The Employer, by way of preliminary objections further submitted that the reference is not maintainable and is liable to be rejected as it is made without application of mind and that there is/was no employer-employee relationship between themselves and the workman. The Employer submitted that there is no entity by name M/s. Binani Glass Fibre Industries Limited. The Employer submitted that

the workman was not their employee or an employee of M/s. Binani Industries Ltd. or M/s. Goa Glass Fibre Ltd. The Employer stated that the workman was an employee of M/s. RDM Housekeeping, the Housekeeping contractor of Binani Glass Fibre, which was the division of Binani Industries Limited at the relevant time.

4. The Employer stated that it is a company incorporated under the Companies Act, 1956 having its registered office in Calcutta. The Employer stated that it had an industrial establishment at Colvale, Bardez-Goa, known as Binani Glass Fibre, which was a division of M/s. Binani Industries Ltd. The Employer stated that it was engaged in the manufacture of glass fibres and related products at the aforesaid factory. The Employer stated that it had received a letter dated 25-10-1999 from the Asstt. Labour Commissioner, Mapusa-Goa, enclosing herewith a letter of the workman dated 20-10-1999, requesting them to offer their comments on the said letter and to attend discussion in his office on 16-11-1999. The Employer stated that by the said letter dated 20-10-1999, the workman falsely contended that she was working as a housekeeping helper with Binani Glass Fibre since February, 1996. The Employer submitted that the statements made in the said letter are false and misleading. The Employer stated that it has a well established procedure for employment of personnel in the establishment. The Employer stated that all employees in their organization i.e. Goa Glass Fibre Ltd., and its predecessor Binani Glass Fibre of M/s. Binani Industries Limited were/are employed in terms of the provisions of the Certified Standing Orders. The Employer stated that every employee is employed by issuing an appointment letter clearly specifying the designation, nature of employment, wages and other terms and conditions of employment. The Employer stated that the wages of their employees are recorded in the wage records. The Employer stated that their contribution towards Employees Provident Fund and ESI are deducted by them and deposited with the respective corporations in the account of the employees. The Employer stated that its employees are governed by their rules and contracts of employment. The Employer stated that it has engaged some contractors to undertake certain works who employ their own labourers. The Employer stated that the workers of the contractors are under the supervision and control of the respective contractors. The Employer stated that their terms and conditions of service are determined by the contractors and the wages of

the said workers are also paid by them. The Employer stated that after receipt of the letter dated 25-10-1999, they made enquiries in the matter and it learnt that during the relevant period, the workman was working with their housekeeping contractor by name M/s. RDM Housekeeping having its office at St. Jerome Waddo, Xelpem, Mapusa-Goa. The Employer stated that the wages of the Workman were paid by the said contractor and her statutory deductions towards Provident Fund and ESI were made by the contractor. The Employer stated that the contract of the said contractor with Binani Glass Fibre was terminated with effect from 30-09-1999. The Employer stated that by their letter dated 15-11-1999, they placed the aforesaid facts before the Asstt. Labour Commissioner, Mapusa-Goa.

5. The Employer stated that subsequently the said matter was espoused by a trade union under the name and style of Goa Trade and Commercial Workers Union. The Employer stated that the said union had no locus standi to espouse it or to represent the Workman as none of their workers were members of the said union. The Employer stated that they have raised this plea before the Asstt. Labour Commissioner vide its letter dated 30-03-2001. The Employer stated that they also remained present for the discussions in the office of the Asstt. Labour Commissioner, Mapusa-Goa on few occasions. The Employer stated that by letter dated 11-05-2004, the workman again took a false plea that she was taken back in employment by them and that her services were discontinued thereafter. The Employer stated that there was no question of taking back the workman in their employment as she was never employed with them at anytime in the past. The Employer stated that the Workman repeated this false allegation in her letter dated 05-07-2007 addressed to the Asstt. Labour Commissioner. The Employer stated that by the said letters, the Workman was trying to create false records that she was in their employment and not the contractor. The Employer submitted that the Workman, being an employee of the contractor, has no legal right to claim employment with them. The Employer submitted that the claim of the Workman therefore untenable in law and on facts. The Employer denied the overall case of the Workman and prayed for dismissal of the present reference referred by the Government of Goa.

6. Thereafter the Workman filed her re-joinder on 13-10-2008 at Exb.13. The Workman, by way of her re-joinder denied that she was an employee

of M/s. RDM Housekeeping, the housekeeping contractor of the Employer. The Workman stated that the contents of the written statement of the Employer which are contrary to her claim statement, are denied being false.

7. On the basis of pleadings filed by the respective parties, this court framed the following issues on 28-11-2008 at Exb.16.

1. Whether the Workman/Party I proves that she was employed as a house keeping helper since Feb.1996 by the Employer/ /Party II till the termination of her services w.e.f. 01-05-2004?
2. Whether the Workman/Party I proves that the termination of her services by the Employer/Party II w.e.f. 01-05-2004 is illegal and unjustified?
3. Whether the Employer/Party II proves that there is/was 'no Employer/Employee' relationship between the Party II and the Party I?
4. Whether the workman/Party I is entitled to any relief?
5. What Award?

8. My answers to the aforesaid issues are as under:

- | | |
|------------------|---------------------------|
| Issue No. 1 | : In the affirmative. |
| Issue No. 2 | : In the affirmative. |
| Issue No. 3 | : In the negative. |
| Issue Nos. 4 & 5 | : As per the final order. |

REASONS

9. *Issue Nos. 1 and 3*: I am deciding the Issue Nos. 1 and 3 simultaneously as both said issues Nos. 1 and 3 are co-related to each other. I am deciding the Issue No. 3 first along with Issue No. 1, prior to the Issue No. 2 as both the said issues touches the very root jurisdiction of this court to adjudicate the present reference.

I have heard the oral arguments of learned advocates appearing for the respective parties.

10. *Ld. Adv. Shri M. D'Souza* representing the workman, during the course of his oral arguments submitted that the workman in her oral evidence on record stated that she was working as House Keeping Helper with the Employer since February 1996 and that she was paid her wages only for the two months on the muster roll/wage register maintained by the Employer. He submitted that since April 1996 for the reasons best known to the

Employer, they prepared the wages of the workman on the contract register for its own convenience. He submitted that the said fact came to the knowledge of the workman only upon enquiries after her illegal termination. He submitted that the workman was constrained to file a complaint dated 20-10-1999 before the Asst. Labour Commissioner as her services were discontinued all of a sudden by the Employer in September, 1999. He submitted that the workman continued working with the Employer till 01-05-2004. He submitted that the Employer was regularly deducting the amount from her wages towards Provident Fund and Fund for ESIC. He submitted that in support of her oral evidence, the workman has produced on record, her complaint dated 20-10-99 addressed to the Employer (Exb. W/1), four notices dated 25-10-99, 13-12-99, 30-12-99 and 21-1-2000 (Exb. W/2 to W/5 respectively) and two copies of Form No. 6 filed by the Employer in the office of ESIC, Panaji-Goa (Exb. W/12-colly). He submitted that the Employer contended that the workman was working with their contractor namely, M/s. RDM Housekeeping. He submitted that the sole witness of the Employer and their Sr. Vice-President (Pers. & Adm.), Shri K.V. S. Krishnakumar however, in his cross examination could not be able to name the contractor to whom they had given the housekeeping and packing work. He submitted that the Employer had signed an agreement with one contractor by name RDM Contractor. He deposed that Employer Company is contributing its contribution towards ESI as well as PF for its regular Employees only. He submitted that the said witness of the Employer on showing the Form No. 6 at Ex. W/12-colly stated that the name of the contractor is not reflected in the said form nor he could identify the name of the employees belonging to the Employer Company as well as the contractor. He admitted that the said Form No. 6 at Exb.W/12-colly have been submitted by them. The said witness admitted that the Employer do possess the muster roll as well as wage register of its regular Employees for the year 1996. He submitted that the said witness however, could not be able to produce the muster roll for the period starting from March 1996 till March 1998 by alleging that the Employer Company does not keep its records for too many years. He deposed that the wage register produced by the Employer on record at Exb.40-colly (cross) are more than ten years old documents. The witness also could not able to produce an agreement signed by them with the

contractor namely, M/s. RDM Contractor by alleging that the said agreements are very old and the Employer does not keep the same for many years. The said witness however admits that the wage register maintained by them and which is on record at Exb.40-colly (cross) are also very old. He therefore submitted that an adverse inference should be drawn against the Employer and inferred that in the event the said documents have been produced by the Employer, it would have gone against them. He therefore submitted that the evidence on record clearly proves that the workman was working with the Employer since February, 1996 till the termination of her services w.e.f. 1-5-2004 and that there existed an employer-employee relationship between the Employer and the Workman.

11. On the contrary, Ld. Adv. Shri A.V. Nigalye, representing the Employer during the course of its oral arguments submitted that the Workman, in her claim statement filed in the present proceedings contented that she was working as House Keeping Helper with the Employer since February, 1996. He submitted that the burden to prove the said fact is on the Workman and the said burden is irresistible. He submitted that the Workman has however, failed to prove that she was working with the Employer at any point of time by producing cogent and reliable evidence. He submitted that the oral evidence of the Workman that she was working with the Employer since 1996 as House Keeping Helper is not supported by any cogent evidence. He submitted that the Workman has produced on record copies of two returns of contributions towards ESIC filed by the Employer in the prescribed Form No. 6 for the period starting from April 1998 to September 1998 and October 1998 to March 1999 (Exb.W/12-colly). He submitted that in terms of provisions of Sec.39 and 40 of the Employers State Insurance Corporation Act and the Rules made thereunder, the Principal Employer is bound to submit the contributions towards ESIC in the prescribed Form No. 6 of all the employees, which includes the employees employed directly or through an immediate employer or in connection with the work of the factory/establishment or any work connected with the administration of the factory/establishment or purchases of raw materials, sale of distribution of finished products etc., to whom the contribution period to which the return relates. He submitted that the said Form No. 6 on record does not indicate that the names of the employees appearing are the employees of the Employer only. He submitted that the wage register maintained

by the Employer for the relevant period [Exb. 40-colly (cross)] does not bear the name of the Workman. He therefore submitted that the Workman has miserably failed to prove that she was working for the Employer as House-Keeping helper since February 1996 or at any point of time and as such there existed no employer-employee relationship between themselves and the Workman. In support of his oral contention he relied upon two decisions of Hon'ble Supreme Court of India one in the case of **Steel Authority of India Limited v/s Union of India and Ors. reported in 2006 III CLR 659** and another in the case of **Surendranagar District Panchayat v/s Dahyabhai Amarsinh, reported in 2005 III CLR 892**. He also relied upon a judgment of Hon'ble High Court of Bombay in the case of **Twinkle Apparels & anr. v/s Jitendra Kumar Patel, reported in 2012 III CLR 311**.

I have carefully considered the various oral submissions made by the Ld. advocates appearing for the respective parties. I have also carefully perused the entire records of the present case.

12. In the case of **Ravi N. Tikoo v/s Dy. Commissioner (S.W.) and Ors., reported in 2006 LLR 496**, the Hon'ble High Court of Delhi has held that *"it is well settled principle that onus and burden of proving or establishing the employment is consequently on the workman and he has to discharge the same by leading cogent and reliable evidence which could be either oral or documentary whereas in the present case there has been no such evidence and as such proceedings before the adjudicators liable to be quashed"*.

13. In the case of **Automobile Association of Upper India v/s P.O. Labour Court II and Anr., reported in 2006 LLR 851**, the Hon'ble High Court of Delhi has observed that *"it is well settled that the primary burden of proof to establish a plea rests on a person so claiming"*.

The principle laid down by the Hon'ble High Court of Delhi in its aforesaid two judgments is well recognized and equally applicable in the case in hand. In the case in hand, the Workman has raised the present dispute against the Employer pertaining to her alleged illegal termination of service w. e. f. 01-05-2004 by alleging that she was working with the Employer company as a House Keeping Helper since February 1996. The Employer denied that they have employed the workman at any point of time. The burden to prove the aforesaid contention is therefore on the Workman.

14. In order to prove her case, the Workman has examined herself and two witnesses namely, Smt. Supriya Sameer Govekar, her married daughter and Mr. Jyoti Prakash, the Dy. Director of ESIC, Panaji-Goa and produced oral as well as documentary evidence.

15. The Workman has produced on record her letter dated 20-10-1999 addressed to the Employer (Exb.W/1) and a copy of which was marked to Asst. Labour Commissioner, Mapusa-Goa for his intervention. The said letter of the workman at Exb. W/1 on record indicates that she was working for the Employer as House Keeping Helper since February 1996. The Workman, in her letter dated 20-10-1999 stated that the Employer Company was paying her wages for the first two months on their muster roll/wage register and thereafter since April 1996, the Employer paid her wages on the contract wage register maintained by them for their own convenience and the reason best known to them. She further stated that she continued to work with the Employer till September 1999 and thereafter she had been refused employment without assigning any reason and without paying any legal dues for her continuous service. She also stated that the Employer Company was also deducting her Provident Fund as well as ESIC. The evidence on record further indicates that in pursuance to the aforesaid letter of the Workman dated 20-10-1999 (Exb. W/1), the Asst. Labour Commissioner, Mapusa-Goa issued four notices to the parties (the Workman as well as the Employer) i.e. notice dated 25-10-99, 13-12-99, 30-12-99 and 21-01-2000 (Exb. W/2 to W/5 respectively), thereby calling upon them for discussion in the matter of alleged refusal of employment to the Workman. The Workman has also produced on record her letter dated 07-07-2004 (Exb.W/11) addressed to the Asst. Labour Commissioner, Mapusa-Goa, alleging that she had raised a dispute before them and the file was temporarily closed for observation after she was taken back in their employment. She further stated that she has now been discontinued from her service without any reason and therefore requested to re-open the said file and take necessary action. The Workman has also produced on record a notice dated 08-06-2004, issued to the parties hereinabove by the Asst. Labour Commissioner, Mapusa-Goa in the matter of alleged illegal termination of services of the Workman to offer their comments and also for amicable settlement in pursuance of her aforesaid letter. There is nothing on record to show that the Employer has controverted the facts alleged by

the Workman in her aforesaid two letters one dated 20-10-99 (Exb.W/1) and another dated 07-07-2004 (Exb.W/11) before any authority or to the Workman in writing.

16. The Workman has also produced on record two copies of returns of contributions towards ESIC in the prescribed Form No.6 filed by the Employer Company one for the period starting from 01-04-98 to 30-09-1998 and another for the period starting from 01-10-98 to 31-03-99 (Exb. 12-colly). On careful perusal of the said Form No. 6 at Exb. 12-colly, the name of the Workman is appearing along with other employees in both the said Form No. 6 filed by the Employer. Mr. Jyoti Prakash, the Dy. Director of ESIC, Panaji-Goa, in his cross-examination admitted that it is the responsibility of the Principal Employer to pay contributions towards the ESIC of its employees including the employees employed by the contractor, if the said contractor is not allotted any code number from the ESIC. The aforesaid documents on record clearly prove that the Employer was paying contributions of the Workman towards ESIC Act. The aforesaid documents on record falsifies the facts pleaded by the Employer in its written statement filed in the present proceedings that the wages of the Workman were paid by the said contractor and her statutory deductions towards ESIC were made by the contractor.

17. The evidence on record indicates that the sole witness of the Employer and its Sr. Vice President (Pers. & Admn.), Shri K. V. S. Krishnakumar, was directed to produce three documents during the course of his cross examination namely, muster roll maintained by the Employer for the period starting from March 1996 to March 1998, wage register maintained by the Employer for the period starting from March 1996 to March 1998 and an agreement signed by the Employer with its House-keeping contractor namely, M/s. RDM House-keeping having its office at St. Jerome Vaddo, Xelpem, Mapusa-Goa. The Employer however, could produce on record only wage register for the period starting from March 1996 to March 1998. Ld. Adv. Shri M. D'Souza appearing for the Workman contended that the wage register produced by the Employer at Exb. 40-colly (cross) are manipulated documents. On careful perusal of said wage register at Exb. 40-colly (cross), it is noticed that the so called wage register produced by the Employer on record is not a bound register, but a bunch of papers stapled together month-wise containing the details such as names of the employees, their salary details and

deductions etc. The said wage register however, does not bear signatures of any of the employees of having paid their wages as well as stamp and seal of the Employer Company. It also does not bear signature of the person/authority who prepared the said wage register. Thus, the wage register at Exb. 40-colly (cross) are not in accordance with the provisions of the Payment of Wages Act, 1936. Hence the said wage register at Exb. 40-colly (cross) cannot be called as an authentic and/or valid document. As such, no weightage can be given to the said document at Exb. 40-colly (cross). Hence it is presumed that the Employer failed to produce on record a valid wage register of the relevant period as directed.

18. The Employer also failed to produce on record muster roll for the period starting from March 1996 to March 1998 as well as an agreement signed by the Employer with its contractor namely, M/s. RDM Housekeeping by alleging that the Employer does not keep the said old documents for too many years and that they maximum keep its record for 5-10 years and thereafter destroys the same. The said explanation given by the Employer for non-production of the documents is far from satisfactory and also unconvincing as the so called wage register at Exb. 40-colly (cross) produced on record is more than 10 years old document of the relevant period. Hence, an adverse inference is drawn against the Employer and it is held that if the muster roll for the period starting from March 1996 to March, 1998 as well as an agreement signed by the Employer with its contractor namely M/s. RDM Housekeeping would have produced by the Employer on record, it would have exposed their case. Thus, the oral as well as documentary evidence produced by the Workman on record clearly proves that she was working for the Employer company since February 1996 till she was refused the employment w.e.f. 01-05-2004 and that there existed an employer-employee relationship between the Employer and the Workman.

19. The Employer, in its written statement filed in the present proceedings, by way of preliminary objections contended that the reference is not maintainable as there is no legal entity by name M/s. Binani Glass Fibre Industries Ltd. The records of the present case indicates that Ld. Adv. Shri A.V. Nigalye filed his Vakalatnama on behalf of the Employer who is a party to the present proceedings and also filed their written statement without amending the cause title of the present case. The records indicate that Ld. Adv. Shri A.V.

Nigalye represented the Employer Company throughout the entire proceedings. Hence I do not find any merits in the aforesaid submission of Ld. Adv. Shri A.V. Nigalye appearing for the Employer.

20. In the case of **Steel Authority of India Limited v/s Union of India and Ors. reported in 2006 III CLR 659**, the Hon'ble Apex Court has observed that *"the State exercises administrative powers both in relation to abolition of contract labour in terms of Section 10 of the 1970 Act as also in relation to making a reference for industrial adjudication to a Labour Court or a Tribunal u/s 10(1) (d) of the 1947 Act. While issuing a notification under the 1970 Act, the State would have to proceed on the basis that the principal Employer had appointed contractors and as such appointments are valid in law, but while referring a dispute for industrial adjudication, validity of appointment of the appointment would itself be an issue as the State must prima facie satisfy itself that there exist a dispute as to whether the workmen are infact not employed by the contractor but by the management"*. The facts of the aforesaid case before the Hon'ble Apex Court is totally different than the case in hand, hence the principle laid down by the Hon'ble Apex Court in its aforesaid judgment is not applicable to the case in hand.

21. In the case of **Surendranagar District Panchayat v/s Dahyabhai Amarsinh, reported in 2005 III CLR 892**, the Hon'ble Apex Court has held that *"it was necessary for the workman to produce the relevant material to prove that he has actually worked with the employer for not less than 240 days during the period twelve calendar months preceding the date of termination. Apart from the oral evidence the workman has not produced any evidence to prove the fact that he has worked for 240 days. No proof of receipt of salary or wages or any record or order in that regard was produced; no co-worker was examined; muster roll produced by the employer has not been contradicted. It is improbable that workman who claimed to have worked with the appellant for such a long period, would not possess any documentary evidence to prove nature of his engagement and the period of work he had undertaken with his employer"*. The facts of the aforesaid case before the Hon'ble Apex Court is totally different than the case in hand, hence the principle laid down by the Hon'ble Apex Court in its aforesaid judgment is not applicable to the case in hand.

22. In the case of **Twinkle Apparels & Anr. v/s Jitendra Kumar Patel reported in 2012 III CLR 311**, the Hon'ble High Court of Bombay has held that *"When the workman claims to be in service of the employer for a period of more than one year, in the absence of any documentary evidence such as appointment letter, his name as an employee in the muster roll in the establishment or in the records of ESI Corporation or E.P.F. Organization, it is difficult to accept that he is an employee in the said establishment"*. The principle laid down by the Hon'ble High Court of Bombay in its aforesaid judgment is not applicable to the case in hand as the oral as well as documentary evidence on record clearly established that the Workman was working for the Employer company since February, 1996 till refusal of her Employment w.e.f. 01-05-2004.

Hence it is held that the Workman was employed with the Employer Company as housekeeping helper since February 1996 continuously till the date of refusal of her employment w.e.f. 01-05-1994 and that there existed an employer-employee relationship between the Employer and the Workman. The Issue No. 1 is therefore answered in the affirmative and Issue No. 3 is answered in the negative.

23. *Issue No. 2:* I have heard the oral arguments of the Ld. advocates appearing for the respective parties.

24. Ld. Adv. Shri M. D'Souza representing the Workman, during the course of his oral arguments submitted that the Workman was working with the Employer Company since February 1996 continuously till the termination of her services w. e. f. 01-05-2004. He submitted that the services of the workman have been suddenly refused employment without assigning any reason or without issuing any letter of termination. He submitted that at the time of refusal of service of the workman, no legal dues were paid to her. He submitted that the Employer Company terminated the services of the Workman without assigning any reasons and as such the termination of services of the Workman w.e.f. 01-05-2004 is illegal and unjustified.

25. On the contrary, Ld. Adv. Shri A.V. Nigalye, representing the Employer, during the course of his oral arguments submitted that the Party I was not employed by the Employer at any point of time, but was employed by their housekeeping contractor namely, M/s. RDM Housekeeping having its office at St. Jerome Vaddo, Xelpem, Mapusa-Goa. He therefore submitted that the

question of terminating the services of the Workman at any point of time by the Employer Company does not arise and consequently, the legality as well as the justifiability of termination of services of the Workman w.e.f. 01-05-2004 by the Employer, also does not arise. Without prejudice to his aforesaid legal submissions, he submitted that the Party I challenged his termination of service by contending that her services have been terminated without assigning any reasons and that the Employer failed to pay her terminal benefits as per the existing legislation. He submitted that Party I also contended that the Employer also refused to pay her legal dues which she is entitled to. He therefore submitted that the burden to prove the aforesaid contention is on the Workman. He submitted that the Workman having failed to prove the same, also failed to prove that termination of her services is illegal and unjustified.

I have carefully considered the various oral submissions made by the Ld. advocates appearing for the respective parties. I have also carefully perused the entire records of the present case.

26. While deciding the Issue Nos. 1 and 3 herein above, I have come to the conclusion and held that the Workman was employed with the Employer Company as housekeeping helper since February 1996 continuously till the termination of her services w.e.f. 01-05-2004 and that there existed an employer-employee relationship between the Employer Company and the Workman. Hence, the submissions of the Employer that neither they had employed the Workman at any point of time nor terminated the services of the Workman, are without any merits.

27. The evidence on record indicates that the Workman was employed with the Employer Company since February 1996 continuously till the termination of his services w.e.f. 01-05-2004. The evidence on record indicates that the Employer Company did not allege that the termination of services of the Workman w.e.f. 01-05-2004 was on account of any misconduct on the part of the Workman. The evidence on record indicates that the termination of services of the Workman was on account of no fault of her. The evidence on record indicates that the termination of service of the Workman was on account of otherwise than as a punishment inflicted by way of disciplinary action. Thus, the termination of services of the Workman amounts to retrenchment. The Employer shall therefore be bound to comply the mandatory provisions of Sec.25-F of the I.D. Act, 1947 at the

time of termination of services of the Workman which prescribes the procedure for retrenchment of services of any of the Workman.

28. The evidence on record indicates that at the time of termination of services of the Workman by the Employer Company, she was not issued any notice, nor paid/offered one month's pay in lieu of notice, legal dues such as retrenchment compensation etc., as mandatorily required u/s 25-F of the I. D. Act, 1947. In the circumstances, the termination of services of the Workman w.e. f. 01-05-2004 by the Employer Company renders illegal and unjustified for non-compliance of mandatory provisions of Section 25-F of the I. D. Act, 1947. It is therefore held that the termination of the services of the Workman w.e.f. 01-05-2004 by the Employer is illegal and unjustified. The Issue No. 2 is therefore answered in the affirmative.

29. *Issue No. 4:* I have heard oral arguments of Ld. advocates appearing for the respective parties.

Ld. Adv. Shri M. D'Souza representing the Workman, during the course of his oral arguments submitted that the Employer terminated the services of the Workman w.e.f. 01-05-2004 for no fault of her nor she was paid or offered legal dues at the time of termination of her services and hence the termination of service of the Workman w.e.f. 01-05-2004 by the Employer is illegal and unjustified. He submitted that the Workman is therefore entitled for reinstatement with full back wages along with continuity in service and consequential benefits. He submitted that the workman is also entitled for a sum of Rs. 45000/- along with an interest @ 18% p.a. till the disposal of the case.

30. On the contrary, Ld. Adv. Shri A.V. Nigalye representing the Employer, during the course of its oral arguments submitted that the Party I was not an employee of the Employer Company but, was an employee of one of its house-keeping contractor namely, M/s. RDM House-keeping and as such the termination of services of the Workman does not arise nor the Workman is entitled to any relief.

I have carefully considered the various oral submissions made by the Ld. Advocates appearing for the respective parties. I have also carefully perused the entire records of the present case.

31. While deciding the issue No. 2 hereinabove, I have come to the conclusion and held that the termination of the services of the Workman

w.e.f. 01-05-2004 is illegal and unjustified. The evidence on record indicates that the services of the Workman have been terminated by the Employer for no fault of her. The evidence on record further indicates that neither the Workman has pleaded nor stated on oath that she is gainfully unemployed since after the termination of her services w.e.f. 01-05-2004. In the absence of any pleading on the part of the Workman that since after the termination of her services by the Employer, she is gainfully unemployed, hence it is presumed that the Workman was gainfully employed during the intervening period. The Workman is therefore not entitled to any back wages. In the circumstances, the Workman is entitled for reinstatement along with continuity in service and consequential benefits, without any back wages.

In view of the above facts and circumstances of the case I pass the following order:

ORDER

1. It is held that the action of the management of M/s. Binani Glass Fibre Industries Limited, Colvale, Bardez-Goa, in terminating the services of Smt. Prabhavati Kauthankar, Helper with effect from 01-05-2004, is illegal and unjustified.
2. The Workman, Smt. Prabhavati Kauthankar, Helper, is entitled to re-instatement in services of the Employer along with continuity in service and all consequential benefits, without any back wages.
3. No order as to costs. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer
Labour Court-II.



Department of Law & Judiciary

Law (Establishment) Division

Order

No. 5-40-2001-LD(Estt.)/2139

Whereas the Government vide Notification No. 5-40-2001-LD(Estt.) dated 20-07-2001, published in the Official Gazette, Series II No. 18 dated 02-08-2001, appointed Advocate Smt. Penelope Louisa Dias (hereinafter called as the

"Applicant") as a Notary for a period of five years in the Judicial Division of Salcete Taluka with effect from 20-07-2001;

And whereas the period of validity of the Certificate of Practice dated 20-07-2001 issued to the Applicant expired on 19-07-2006;

And whereas the Applicant did not get her Certificate of Practice renewed even after the expiry of the period of validity of the said Certificate of Practice on 19-07-2006 as required by sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) (hereinafter called as the "said Act");

And whereas the Applicant has failed to get her Certificate of Practice renewed;

Now, therefore, in pursuance of Clause (f) of Section 10 of the said Act, the Government of Goa hereby removes from the Register maintained by it under Section 4 of the said Act, the name of the Applicant entered as a Notary.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Estt.).

Porvorim, 22nd September, 2014.

Notification

No. 8-7-2014-LD(Estt)(122)/2141

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Arun Anant Wadkar, Advocate, Betki, Marcel, Goa as a Notary for a period of five years with effect from 19th September, 2014 for the area of Ponda taluka.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Estt.).

Porvorim, 19th September, 2014.

Notification

No. 14-3-2008/LD(Estt.) (CBI)/2229

Read: Government Notification No. 14-3-2008-LD(Estt.)(CBI)/1342 dated 01-07-2014, published in the Official Gazette, Series II No. 15 dated 10-07-2014.

In exercise of the powers conferred by Section 3 of the Prevention of Corruption Act, 1988 (Central Act 49 of 1988) (hereinafter referred to as the

“said Act”), the Government of Goa, on the recommendation of the Hon’ble High Court of Bombay, conveyed vide letter No. A. 1239/G/2014/3137 dated 19-09-2014, hereby appoints Shri B. P. Deshpande, Principal District and Sessions Judge, North Goa, Panaji, as Special Judge for the whole of the State of Goa, for exclusive trial of corruption cases investigated by the Central Bureau of Investigation or Anti-Corruption Branch at Panaji, and/or all agencies of the Government of Goa such as the Criminal Investigation Department, Special Investigation Team or any other branch of the Police under the said Act.

This issues in supersession of the Government Notification No. 14-3-2008-LD(Estt.) (CBI)/1342 dated 01-07-2014, published in the Official Gazette, Series II No. 15 dated 10-07-2014.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Estt.).
Porvorim, 7th October, 2014.

Department of Personnel

Order

No. 2/7/76-PER(Vol. III)Part/4815

Read: (1) Order No. 2/7/76-PER(Vol. III)Pt. dated 22-09-2000.

(2) Order No. 2/7/76-PER(Vol. III)Pt. dated 04-02-2008.

(3) Order No. 2/7/76-PER(Vol. III)Pt. dated 17-10-2008.

(4) Order No. 2/7/76-PER(Vol. III)Pt. dated 16-12-2008.

(5) Order No. 2/7/76-PER(Vol. III)Pt. dated 02-01-2013.

(6) Order No. 2/7/76-PER(Vol. III)Pt. dated 22-10-2013.

(7) Order No. 2/7/76-PER(Vol. III)Pt. dated 21-01-2014.

(8) Order No. 2/7/76-PER(Vol. III)Pt. dated 05-06-2014.

In supersession of order referred to above, the Government is pleased to reconstitute with immediate effect, the Departmental Selection Committee/Department Promotion Committee for Group ‘C’ posts in the Police Department as under:-

- | | | |
|------------------------------|------|--------------------|
| 1) Deputy Inspector General | | Chairman of Police |
| 2) Superintendent of Police | | Member (HQ) |
| 3) Under Secretary (Home-II) | | Member |

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 18th September, 2014.

Addendum

No. 6/3/2011-PER/4684

Read: Order No. 6/3/2011-PER dated 01-09-2014.

The following paras shall be added to the Government Order dated 01-09-2014 cited above:

Shri Santosh S. Kundaikar, Deputy Collector (DRO), South stands relieved of the additional charge of Administrator of Comunidade, South.

Shri S. P. Signapurkar, Dy. Director (Admn.), Electricity Department shall draw his salary on the “Leave & Training Reserve” Post during the period of awaiting posting.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 4th September, 2014.

Addendum

No. 3/1/80-PER(Part)Vol. IV/4719

Read: Order No. 3/1/80-PER (Part)Vol. IV dated 02-09-2014.

In the Government Order dated 02-09-2014 referred to above, the following para shall be added as 2nd para after para 1:

“Shri Sunil Garg, IPS should draw his pay and allowances under the Budget Head against the post of Inspector General of Police”.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 10th September, 2014.

Department of Public Health

Order

No. 4/3/2005-II/PHD/Vol. II/1480

Government is pleased to promote Dr. Pia Muriel Cardoso, Assistant Professor in Obstetrics & Gynaecology to the post of Associate Professor in Obstetrics & Gynaecology on ad hoc basis in Goa Medical College, Bambolim in the pay scale of Pay Band-3, ` 15600-39100 with Grade Pay of ` 6600/- and other allowances admissible as per rules, with immediate effect.

The ad hoc appointment is initially for a period of one year or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment shall not bestow on her any claim for regular appointment or the service rendered by her on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Additional Secretary (Health).

Porvorim, 19th September, 2014.

Order

No. 2/3/2002-II/PHD/1490

Government has accepted the resignation tendered by Dr. Nandita Pereira, Lecturer, Department of Physiology, Goa Medical College, Bambolim-Goa vide letter dated 02-07-2014, and she shall stand relieved from the said post w.e.f. 01-10-2014 (f. n.).

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 23rd September, 2014.

Order

No. 4/3/2005-II/PHD/Vol. II/1491

Government is pleased to promote Dr. Uddhav Mahadev Pawar, Lecturer in Obstetrics & Gynaecology to the post of Assistant Professor in Obstetrics & Gynaecology on ad hoc basis in Goa Medical College, Bambolim in the pay scale of Pay Band-3 ` 15600-39100 with Grade Pay of ` 6600/- and other allowances admissible as per rules, with immediate effect.

The ad hoc appointment is initially for a period of one year or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment shall not bestow on him any claim for regular appointment or the service rendered by him on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 23rd September, 2014.

Order

No. 4/3/2005-II/PHD/Vol. II/1491

Government is pleased to promote Dr. Nilam Madhale, Lecturer in Anatomy to the post of Assistant Professor in Anatomy on ad hoc basis in Goa Medical College, Bambolim in the pay scale of Pay Band-3 ` 15600-39100 with Grade Pay of ` 6600/- and other allowances admissible as per rules, with immediate effect.

The ad hoc appointment is initially for a period of one year or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment shall not bestow on her any claim for regular appointment or the service rendered by her on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 23rd September, 2014.

Order

No. 4/3/2005-II/PHD/Vol. II/1491

Government is pleased to promote Dr. Sanjay Pandarbale, Assistant Professor in Physiology to the post of Associate Professor in Physiology on ad hoc basis in Goa Medical College, Bambolim in the pay scale of Pay Band-3, ` 15600-39100 with Grade Pay of ` 6600/- and other allowances admissible as per rules, with immediate effect.

The ad hoc appointment is initially for a period of one year or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment shall not bestow on him any claim for regular appointment or the service rendered by him on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 23rd September, 2014.

Certificate

No. 8/40/89-I/PHD(Part-I)/5407

Certified that the following Doctors/Officer under the Directorate of Health Services would have continued to officiate in the same time-scale but for their transfer on deputation against the posts and Department shown against their names:-

Sr. No.	Name of the Officer	On deputation to	Date of Increment
1	2	3	4
1.	Dr. Vandana Patankar, Project Director	Goa State Aids Control Society, Panaji	01-07-2014
2.	Dr. Lalitha Umraskar, Dy. Director (STD)	Goa State Aids Control Society, Panaji	01-07-2014

This certificate is issued as required under F. R. 26(d) (ii) for the purpose of releasing their annual increment w.e.f. 01-07-2014.

This certificate is issued with the approval of the Government.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 24th September, 2014.

Department of Revenue

Order

No. 23/25/2013-RD

Whereas, the Government of Goa, vide Notification No. 23/25/2013-RD dated 03-10-2013, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 29 dated 17-10-2013, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for extension of sewer line in Central Zone (South Sector) in Fatorda Constituency, Margao Phase-II (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/25/2013-RD dated 22-07-2014, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 18 dated 31-07-2014, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).

Porvorim, 10th October, 2014.

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